

BresLube-Penn Inc.  
84 Montour Road  
Coraopolis, Pennsylvania 15108

Subject: Service Contract No. TA-8624

Gentlemen:

We are attaching two copies of subject service contract.

Please have one copy of this contract properly executed by an authorized person in your organization and return to us. The second copy is to be retained by you for your files.

Sincerely,



L. T. Dispenza  
Buyer

LTD:je

Enclosure

CHEVROLET MOTOR DIVISION  
General Motors Corporation

Buyer: L. T. DISPENZA/kr

File No. TA-8624

INQ. NO. 110-AA  
Agreement made the 20th day of July, 1984, between  
BresLube-Penn Inc.  
84 Montour Road  
Coraopolis, Pennsylvania 15108, hereinafter called the "Seller", and

General Motors Corporation, a Corporation of the State of Delaware (Chevrolet Motor Division), Tonawanda Complex, Tonawanda, New York, hereinafter referred to as the "Buyer". Wherein:

The Seller agrees to sell and the Buyer agrees to purchase, at the price and upon and subject to the terms and conditions set forth herein, approximately the percentage shown below of the Buyer's requirements of the following articles, hereinafter referred to as the "articles", between the dates of:

July 23, 1984 and July 31, 1985

Percentage	Dec.	Part Number	Part Name	Price	Per
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To cover the cost to remove Chevrolet Tonawanda Waste Oil and Reclaimed Top Oil for the period stated above:

Chevrolet will pay Vendor on total volume:

Oil Contents:	0% - 29% Oil	\$ .38	Gallon
	30% - 49% Oil	\$ .33	Gallon
	50% - 59% Oil	\$ .20	Gallon

Vendor will pay Chevrolet on oil content:

Oil Contents:	60% - 69% Oil	\$ .05	Gallon
	70% - 79% Oil	\$ .15	Gallon
	80% - 89% Oil	\$ .25	Gallon
	90% - 100% Oil	\$ .35	Gallon

\*Note: Approximately 6,000 Gallons minimum loads.

General Motors Parts Division, General Motors of Canada, Ltd., and GMC Truck and Coach Division have the option of retaining against this contract (NOT APPLICABLE TO OTHER ALLIED DIVISIONS)

All parts (or materials) must be produced in accordance with the General Motors passenger car and truck general quality standard for purchased material.

Terms of Payment: Net 10th. Prox.

FOB Buyer's Plant

CHEVROLET MOTOR DIVISION  
General Motors Corporation  
Tonawanda Plants

Fax

Speedy Oil Services, Inc.

Guy Farrel  
Supply Manager

S.A. Sartorius  
S.A. Sartorius

L.T. Dispensa  
L.T. Dispensa

## EXHIBIT D. Document

CHEVROLET DIVISION  
General Motors Corporation

BresLube-Penn Inc.

No. TA-8624

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Date July 20, 1984

Percentage Prod. Service Req.	Doc. Part Number	Part Name	Price	Per
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Vendor must dispose of this material in accordance with all governmental (City, County, State and Federal) Laws.

\*Note: By acceptance of Contract, Vendor hereby indemnifies and agrees to save Chevrolet harmless against any and all claims or demands of any nature which arise out of or result in any way from the performance of the services specified in Purchase Agreement. This indemnification includes all action or non-action of the Vendor and is not limited merely to the hauling and dumping of rubbish.

\*Note: Invoices must be identified as to plant in which service was performed.

\*Note: This contract is issued contingent upon vendor maintaining all necessary government permits and licenses required to haul, dump and/or dispose of waste material covered by this contract. Failure to maintain such permits and licenses and furnish proof of same to Chevrolet Tonawanda Purchasing Department satisfaction will result in contract cancellation. All material must be handled in accordance with the guidelines of New York State Department of Environmental Conservation, Part 360 of the rules and regulations (6NYCRR) and all other local, state and federal regulations.

BPDR 0002886

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## Contract/Purchase Order Terms and Conditions

### Billing and Shipping

- A. All material shall be suitably packed, marked and shipped in accordance with the requirements of common carriers in a manner to secure lowest transportation cost, and no additional charge shall be made to the Buyer therefor unless otherwise stated herein.
- B. No charge shall be made by Seller for drayage or storage, unless otherwise stated herein.
- C. Unless specified herein, Seller shall properly mark each package with Buyer's order number, factory, plant and/or dock number, and where multiple packages comprise a single shipment each package shall also be consecutively numbered. Order number and package numbers shall be shown on packing slips, bills of lading and invoices.
- D. Packing slips must accompany each shipment.
- E. Original bill of lading, prior other shipping receipt, for each shipment shall be promptly forwarded by Seller in accordance with instructions issued by the Buyer.
- F. Seller agrees to describe materials on bill of lading or other shipping receipt and to route shipment in accordance with instructions issued by Buyer's Traffic Department.
- G. Render invoices promptly. (See item 18).
- H. Itemized monthly statement of invoices must be forwarded to buying address prior to payment date. Delay in receiving statements will be considered just cause for withholding settlement without losing cash discount privilege.
- I. Payment will be made by voucher only. No drafts will be honored.

### Terms and Conditions

- 1. Contract: This order is to be construed according to the laws of the state from which this order issues as shown by the address of Buyer, which is printed on the face of this order. This order is non-negotiable by Seller.
- 2. Delivery Schedules: Deliveries are to be made both in quantities and at time specified in schedules furnished by Buyer. Buyer will have no liability for payment for material or items delivered to Buyer which are in excess of quantities specified in the delivery schedules. Buyer may from time to time change delivery schedules or direct temporary suspension of scheduled shipments.
- 3. Economic Delays: Except with respect to defaults of subcontractors, Seller shall not be liable for delays, or defaults in deliveries due to causes beyond its control and without its fault or negligence. If at any time Seller has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay and estimated time of arrival and extent of the fault or negligence of both Seller and its subcontractors, and if Seller anticipates it will need certain supplies or services from any other sources in time to meet the delivery schedule.
- 4. Warranty: Seller expressly warrants that all the material and work covered by this order will conform to the specifications, drawings, samples or other descriptions furnished or specified by Buyer, and will be merchantable, of good material and workmanship and free from defect. Seller expressly warrants that all the material covered by this order which is the product of Seller or is in accordance with Seller's specifications, will be fit and sufficient for the purposes intended.
- 5. Pணtally Harmful Ingredients: Seller agrees to promptly furnish to Buyer, (1) upon written request, a list of all ingredients in materials purchased hereunder and, as necessary, the amount of one or more ingredients, and (2) thereafter, information concerning any changes in such ingredients.
- 6. Subcontractor: Seller reserves the right to cancel all or any part of the work advanced by this order if Seller fails to make delivery of materials or to complete or to take reasonable progress in the completion or performance of the work and does not correct such failure within 10 days after receipt of written notice from Buyer specifying such failure, or if Seller breaches any of the terms hereof including the warranties of Seller.
- 7. Inspection: All material shall be received subject to Buyer's inspection and rejection. Defective material not in accordance with Buyer's specifications, will be held at Seller's instruction at Seller's risk and if Seller so directs, will be returned to Seller's expense. No goods returned as defective shall be replaced without a new order and schedule. Payment for material on this order prior to inspection shall not constitute an acceptance thereof, nor will acceptance remove Seller's responsibility for latent defects.
- 8. Specifications Changes: Seller reserves the right of any time to make changes in drawings and specifications as to any material and/or work covered by this order. Any differences in price or time for performance resulting from such changes shall be mutually adjusted and the cost and/or effectiveness of the work to be measured in writing between Seller and Buyer.
- 9. Returns: Returns, if any, must be furnished by Buyer, at cost, other than a charge based in connection with this order, shall be deemed as having been made under general terms. All such materials not used in the manufacture of the products covered by this order shall, as directed, be returned to Buyer at Buyer's expense, and if not accounted for or not returned, shall be paid for by Seller.
- 10. Taxes: Unless otherwise herein agreed, Seller at its own expense shall furnish, keep in good condition and replace when necessary all dues, taxes, charges, licenses, fees and percents necessary for the production of the material ordered. The cost of changes in the aforementioned items necessary to effect design or specifications changes ordered by Buyer shall be paid for by Buyer. Seller shall at all times cover and hold, direct, etc., with full fire and extended coverage insurance and shall furnish Buyer with evidence of said coverage upon demand. Buyer has the option, however, to take possession of and title to any dies, tools, gauges, fixtures, molds and patterns that are needed for the production of the material covered by this order and shall pay to seller the unearned cost thereof. Provided, however, that if this action shall not satisfy if the material hereby ordered is the sole product of Seller or if a substantial quantity of like material is being sold by Seller.
- 11. Remedies: The remedies herein reserved shall be cumulative, and supplemental to any other or further remedies provided in law or equity. No waiver of a breach of any provision of the order shall constitute a waiver of any other breach, or of such provision.
- 12. Patents: By accepting this order, Seller agrees to defend, protect and save harmless Buyer, its successors, assigns, customers, and users of its products, against all suits of law or in equity, and from all damages claims and demands for actual or alleged infringement of any United States or foreign patent or copyright by reason of the use or sale of the material ordered.
- 13. Technical Information Disclosed To Buyer: Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information which Seller shall have disclosed or may hereafter disclose to Buyer in connection with the goods or services covered by this order.
- 14. Insurance: If this order covers the performance of labor for Buyer, Seller agrees to indemnify and protect Buyer against all liability, claims or demands for injuries or damages to any person or property growing out of the performance of this order, by Seller, its subcontractors, employees, agents or representatives. Seller further agrees to furnish to Buyer a certificate showing that the required liability insurance coverage is not less than the following: Workmen's Compensation Statutory Liability for State or States in which work is to be performed, Employee's Liability \$100,000, General Liability Statutory Liability \$200,000, property damage \$250,000, Automobile Liability bodily injury \$250,000 property damage \$250,000.
- 15. Said certificate must set forth the amount of coverage, number of policy and date of expiration. If Seller is a self-insurer, the certificate of the Department of Labor and Industry of the state in which said labor is to be performed must be furnished by such Department directly to Buyer. The purchase of such insurance coverage or the furnishing of the aforesaid certificate shall not be a satisfaction of Seller's liability hereunder or in any way modify Seller's responsibility of Buyer.
- 16. Advertising: Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to furnish Buyer the material herein ordered and for failure to observe this provision Buyer shall have the right to terminate this order without any obligation to accept deliveries after the date of termination or make further payments except for completed articles delivered prior to termination.
- 17. Government Regulations: In the performance of work under this order, Seller agrees to comply with all applicable federal, state, local laws, rules, regulations, or ordinances. Part I and Part II of the Fair Labor Standards Act, Seller agrees, in connection with the production of the articles supplied herein, to comply with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. All invoices must carry the following certificate in order to be passed for payment: We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.
- 18. State Approval Of Vehicle Components: If the articles covered by this order require approval for the sale and/or use thereof by a state statute or regulation, Seller certifies he has or will obtain an approval for these sale and/or use from the appropriate agency or agent of the state requiring same, and upon request, Seller will submit to Buyer a certificate of such status for each state or local law.
- 19. Duty Free Status: Seller, The Company mentioned in Article 18, devoided customs duty and import documents rights, if any (including rights derived by substitution and rights which may be acquired from Seller's supplier), which Seller can transfer to Buyer. Seller agrees to inform Buyer of the existence of any such rights and upon request to supply such documents as may be required to obtain such drawback.
- 20. Waiver Of Manufacturers' Sales Tax: The Seller, a manufacturer or producer of automobile service parts and/or service accessories, certifies that no previous claim for refund has been made nor any credit taken for any portion of the manufacturers' sales tax involved regarding any service parts and/or service accessories sold to end user by Buyer, and herewith waives any claim for refund of the foregoing tax in favor of Buyer.
- 21. Seller Complainant Clause: During the performance of this contract or purchase order, the contractor agrees as follows:

  - (A) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, promotion, or transfer; recruitment or re-recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
  - (B) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
  - (C) The contractor will send to each labor union or representative of workers who are held a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting officer setting forth the labor union or group maintaining or terminating a commitment under Section 302 of Executive Order 11346 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - (D) The Contractor will comply with all provisions of Executive Order 11346 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - (E) The contractor will furnish all information and reports required by Executive Order 11346 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
  - (F) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, the contractor may be canceled, terminated or suspended in whole or in part and the contractor may be disbarred from further government contracts with procurement procedures established by Executive Order 11346 of September 24, 1965, and such cancellation, termination or suspension may be imposed and removed in accordance with Executive Order 11346 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - (G) The contractor will include the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11346 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including termination for non-compliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with a litigation with a subcontractor or vendor on a issue of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
  - 22. Affirmative Action Compliance Program Clause: The contractor (or subcontractor) certifies that it has developed and presently has in full force and effect a formal affirmative action compliance program in accordance with the requirements set forth in Title 41, Part 60-1—Obligations of Contractors and Subcontractors, Section 60-1-48 of the Code of Federal Regulations, effective July 1, 1968, as amended.
  - 23. Equal Employment Opportunity Clause: The contractor (or subcontractor) certifies that it complies with the requirements set forth in Title 41, Part 60-1—Obligations of Contractors and Subcontractors, Section 60-1-7 of the Code of Federal Requirements, effective July 1, 1968, as amended.
  - 24. Modification Of Equal Employment Opportunity Policy Clause: It is the policy of General Motors Corporation to extend employment opportunities to qualified workers and employees on an equal basis regardless of an individual's age, race, color, religion or national origin. General Motors requests that its subcontractors, vendors and suppliers take appropriate action with respect to implementation of their own equal employment opportunity policies.
  - 25. Affirmative Action Clause:

    - (A) All provisions of 41 CFR 60-300, as amended, pertaining to Affirmative Action for Discharged Veterans and Veterans of the Vietnam Era are hereby incorporated by reference where this contract is for \$10,000 or more.
    - (B) All provisions of 41 CFR 60-741, as amended, pertaining to Affirmative Action for Handicapped Workers are hereby incorporated by reference where the contract is for \$2,500 or more.